



**REQUEST FOR PROPOSALS (RFP)  
TO PROVIDE  
THIRD-PARTY REVIEW  
OF AN ENVIRONMENTAL IMPACT REPORT (EIR)  
FOR THE ARCADIA LOGISTICS CENTER**

**CITY OF EL MONTE  
ECONOMIC DEVELOPMENT DEPARTMENT  
OCTOBER 2015**

Submittal Deadline: Monday, November 2, 2015

**REQUEST FOR PROPOSALS  
TO PROVIDE THIRD PARTY REVIEW OF  
AN ENVIRONMENTAL IMPACT REPORT  
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## 1.0 OVERVIEW AND BACKGROUND

The City of El Monte is seeking to hire a Consultant or team of Consultants to review an Environmental Impact Report (EIR) and all other supporting documents for a project located in the adjacent City of Arcadia. The review is to ensure that any and all potential impacts to the City of El Monte are identified and addressed.

In April 2015, the City of Arcadia distributed a Notice of Preparation (NOP) and Initial Study for the Arcadia Logistics Center (hereinafter referred to as “the Project”), to construct 1.688 million square feet of industrial and office space on an 81.27 acre site within the City limits of Arcadia. The project site is located directly adjacent to the City of El Monte (hereinafter referred to as “the City”).

The City of El Monte is located 15 miles east of Downtown Los Angeles in the San Gabriel Valley, has an area of 9.65 square miles and a population of 115,000. The Norwood-Cherrylee neighborhood is located in the northern portion of the City and abuts the Project site’s western boundary. The neighborhood contains a mix of single-family homes dating back to the early and mid 1900s. With its rural ambience, the area is distinguished by its equestrian and agricultural heritage. As part of the scoping period, the City of Arcadia hosted a Community Meeting on May 6, 2015 at Cherrylee Elementary School in order to provide members of the public an additional opportunity to provide comments on the scope of the environmental review. Over 140 people attended the meeting. On May 11, 2015, the City submitted a comment letter, which also incorporated all the public testimony provided at the community meeting. Ten additional comment letters were submitted by other cities, public agencies and interested groups.

In October 2015, a Notice of Availability (NOA) and Draft Environmental Impact Report (EIR) were distributed. The primary environmental issues related to the project and analyzed for the Draft EIR include, but are not limited to the following:

- Aesthetics
- Air Quality
- Biological Resources
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards & Hazardous Materials
- Hydrology and Water Quality
- Land Use & Planning
- Noise
- Transportation
- Utilities and Service Systems
- Public Services

## 2.0 HOW TO SUBMIT PROPOSALS

All responses to this RFP are due to The City **by 5:00 p.m. on Monday, November 2, 2015** (Submission Deadline).

Proposals must be submitted using the following methods:

Three (3) printed copies of the proposal must be received prior to the Submission Deadline and one electronic proposal. Proposals shall be submitted to the following address:

**City of El Monte  
City Hall West  
Economic Development Department – Planning Division  
ATTN: Jason C. Mikaelian, AICP, Planning Services Manager  
11333 Valley Boulevard  
El Monte, CA 91731-3293**

**Subject: RFP – “Third-Party Review of an Environmental Impact Report”**

Proposals may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. Proposals **must** be received by or before 5:00 p.m. on **Monday, November 2, 2015**, the Submission Deadline. Proposals that are deposited with an overnight courier or post marked prior to the Submission Deadline but received after the Submission Deadline will **not** be considered by the City.

All questions or requests for clarification shall be submitted to Jason Mikaelian, AICP, Planning Services Manager at (626) 580-2064 or at [jmikaelian@elmonteca.gov](mailto:jmikaelian@elmonteca.gov).

### **3.0 GENERAL REQUIREMENTS**

The City of El Monte has several concerns about the proposed Project, as noted in the City's comment letter during the Scoping Period (see Exhibit A). The City's concerns include impacts related to aesthetics, air quality, hazards and hazardous materials, hydrology/water quality, noise, public services, traffic/circulation and utilities/service systems.

The selected Consultant would complete a thorough review the draft Environmental Impact Report (EIR) and all other supporting documents to ensure that: 1) any and all potential impacts to the City of El Monte are identified and addressed; 2) that the EIR has considered all possible environmental impacts and all possible alternatives to the project; and 3) that all necessary mitigation measures have been included. The consultant would prepare a comprehensive comment letter on the Draft EIR targeted at all significant impacts or concerns to the City. The consultant would also review the responses to comments in the Final EIR.

The consultant would also attend various meetings with City staff, attend one (1) community workshop and two (2) public hearings.

### **4.0 PROPOSAL FORMAT**

The organization of the proposal shall follow this general outline:

- 1) Introduction.** An overall introduction to the proposal, the contents of which will be determined by the particular qualifications of the consultant.
- 2) Work Plan.** The following information should be covered in this section:
  - a) A description of the overall program being submitted including an explanation of the basic purpose and general focus of the work.
  - b) An explanation of the role of the consultant as it relates to the work of the City, including any division of work, and including advising the City as to the necessary timing for submittal of materials.
  - c) A thorough explanation of the consultant's proposed course of action.

Reference should be made to the requirements of this RFP and an explanation given of how the consultant proposes to meet these requirements. If the consultant proposes major changes in the RFP approach, these changes shall be specified clearly.

- d) An itemized description of the products to be produced and items to be submitted relative to the project cost, including:
  - i. Analysis and information for compliance with CEQA requirements including Project Description, Initial Study, Project Objectives and Project Alternatives.
  - ii. The proposed time period for review of prepared studies for compliance with CEQA requirements. The Traffic Study, Air Quality Study and Noise Study are to be included in the scope of the review.
  - iii. The proposed time period for review of prepared Mitigation Reporting and Monitoring Program.
  - iv. Review statement of overriding considerations for Planning Commission and City Council consideration.
  - v. Technical approach. An overall description of the techniques which the consultant intends to pursue in undertaking the required work. If the consultant has detailed this information under specific work items in the study plan section, this section may serve as a synopsis of those techniques.
- 3) **Cost.** The proposal is to indicate a total, not-to-exceed, project cost, including all reimbursable expenses. The cost should also include attending two (2) meetings with City staff, attending one (1) community meeting and attending two (2) public hearings. Proposal costs are to be submitted in a format to include specific task cost identification in addition to a total cost.
- 4) **Program Management and Schedule.** The consultant should prepare an explanation of the program management system to be used in detailing the operating procedures to be employed, and any other management methods to be used to assure that the project is completed within the scheduled time frame, and that quality will be maintained in the required products. The schedule should factor the NOA comment period deadline of December 4, 2015. However, the City will be formally requesting that the comment period be extended.
- 5) **Firm Qualifications and Experiences.** Provide the qualifications on the proposer and its area(s) of professional expertise relevant to this RFP. Provide a summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with projects of a similar magnitude and nature. Proposers shall provide identical information for all subconsultants' performing any of the tasks or services contemplated under this RFP on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your firm's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this RFP.
- 6) **False Claims, Debarment and Civil Litigation History** – Each proposer shall be required to complete and submit along with their proposal the certification forms relating to false claims, debarment and civil litigation history which are attached here to as Exhibits 2, 3 and 4 respectively.
- 7) **Conflict of Interest Disclosure Statement** – Each proposer shall complete the Conflict of Interest Disclosure Statement attached hereto as Exhibit 5. The City reserves the right to disqualify any proposer who fails to submit and/or sign the Conflict of Interest Disclosure Statement. Proposers are directed to be reasonably thorough and detailed in listing and describing the nature of any relationship the proposer has with a Conflicted Consultant or a

Potentially Adverse Client, as those terms are defined under the Conflict of Interest Disclosure Statement. Similarly, proposers are directed to be reasonably thorough and detailed in describing what measures the proposer has taken to avoid, neutralize or mitigate a potential conflict.

The City reserves the right to delete specific task(s).

## **5.0 EVALUATION CRITERIA**

Each proposal shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, and compliance with the RFP requirements including the terms of the attached PSA (see Exhibit 1). Each such factor shall be weighted by the City as follows:

- 1) Professional qualifications & capabilities of the firm and its project management personnel (23 points maximum).
- 2) Relevant experience of the firm with similar types of projects and past experience of the project manager to successfully manage such a project (25 points maximum).
- 3) Overall quality of the proposal, including clarity of content and understanding of the project (25 points maximum).
- 4) Cost related to the level of work proposed, and time schedule for completion (20 points maximum).
- 5) Disadvantaged Business Enterprise (DBE) Certified Firm (5 points).

<b><u>CATEGORIES</u></b>	<b><u>MAXIMUM POSSIBLE POINTS</u></b>
1. Professional Qualifications & Capabilities	25
2. Relevant Experience of Firm & Experience of Project Manager w/Similar Projects	25
3. Overall Quality of Proposal & Understanding of Project	25
4. Cost	20
5. DBE	5
<b>TOTAL POINTS</b>	<b>100</b>

Consultants should thoroughly address the above selection criteria to receive the maximum possible points.

## **6.0 SELECTION PROCESS**

A selection committee, comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and establish an on-call list.

The finalization and execution of the PSA shall be completed within seven (7) calendar days of the award of a contract to the successful proposer, if any. Should the successful proposer fail to execute an agreement with the City within seven (7) calendar days, the City reserves the right, but does not assume the obligation, to execute an agreement with the next highest qualified proposer (and so on) until a contract is executed.

It is anticipated that the proposer will be selected by November 9, 2015.

## 7.0 PROTEST PERIOD

- 1) Any proposer who objects to a proposal submitted by another proposer or to the consideration by the City of another proposer's proposal shall file its written protest within two (2) calendar days following the Submission Deadline ("Protest Deadline"). If the Protest Deadline falls on a date that the City of El Monte is closed for business, the Protest Deadline shall be extended to 4:00 p.m. of the next City of El Monte business day. Protests MUST be delivered to the attention of Economic Development Director, Minh Thai, located at the Planning Division, El Monte City Hall – West, 2<sup>nd</sup> Floor, and 11333 Valley Boulevard, El Monte, California 91731. Protests MUST be delivered in person, via regular mail, via overnight courier or personal courier, but must be received by Mr. Thai at or before the Protest Deadline. **Protests may not be delivered via facsimile or electronic mail. The City will not consider late protests nor will it consider protests delivered to any other person, department division other than Mr. Thai, in the Planning Division.** Delivery to person, department or division other than Mr. Thai shall not be considered as a complete or proper delivery of a protest and no person who receives a protest in such fashion shall be obligated to forward the same to Mr. Thai. Protests that are postmarked prior to the Protest Deadline but received by Mr. Thai after the Protest Deadline will **not** be considered. Protests that are provided to an overnight courier or personal courier prior to the Protest Deadline but received after the Protest Deadline will **not** be considered. A copy of the protest and all supporting documents **must also** be transmitted by fax or by e-mail, by or before the Protest Deadline, to proposer against whom the protest is made. Only persons or entities who have submitted a proposal in response to this RFP shall be eligible to file a protest.
- 2) The protest must contain a complete and reasonably detailed statement of the basis for the protest and include all supporting documentation. The protest must refer to the specific portion or portions of a submitted proposal upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting proposer if different from the protesting proposer.
- 3) Each such protest timely received shall be considered by Mr. Thai or the City Manager or designee, whichever the case may be, may make additional inquiries relating to the grounds of any written protest and may overrule or sustain any written protest as submitted prior to awarding a contract. The disposition of the protest shall be final.
- 4) The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest.

## 8.0 LIMITATIONS

Submitted proposals shall be maintained as confidential records of the City up to the Submission Deadline. Proposers may withdraw, modify and/or resubmit a proposal prior to the Submission Deadline but not after. Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- 1) **Contract Administration** – The Economic Development Director, or alternate designated representative, will be the contract administrator on behalf of the City.

- 2) Questions and Addenda** – If it becomes necessary to revise any part of this RFP, an addendum will be posted on the City's website. It shall be the sole responsibility of the proposer to check for any addendums to the RFP that may be issued by the City.
- 3) Proposer's Responsibility** –
- a) It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.
  - b) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.
- 4)** Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP.
- 5)** Late proposals will not be considered.
- 6)** The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract(s) will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract(s) is awarded, it will be awarded to the proposer(s) who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal(s) is best for the City.
- 7)** The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 8)** The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 9)** Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 10)** The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 11)** The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.



- 12)** By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.
- 13)** All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFQ and with written permission granted by the City.
- 14)** Proposers may withdraw their proposal prior to the Submission Deadline.